

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

---

Small PHA Plan Update  
Annual Plan for Fiscal Year: *04/2001*

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN  
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan  
Agency Identification**

**PHA Name:** *Housing Authority of the City of Marfa*

**PHA Number:** *TX318*

**PHA Fiscal Year Beginning:** (mm/yyyy) *04/2001*

**PHA Plan Contact Information:**

Name: *Corina Brijalba, Executive Director & Sabrina Rogers, The Nelrod Company*

Phone: *1-915-729-4811 & 1-817-922-9000 x 621*

TDD:

Email (if available): *marfamha@global.net & sabrina@nelrod.com*

**Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting:**  
(select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ Main administrative office of the local, county or State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

**PHA Programs Administered:**

☒ Public Housing and Section 8      ☐ Section 8 Only      ☐ Public Housing Only

## Annual PHA Plan Fiscal Year 2001

[24 CFR Part 903.7]

### i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

<b>Contents</b>	<b><u>Page #</u></b>
<b>Annual Plan</b>	
i. Executive Summary (optional)	2
ii. Annual Plan Information	1
iii. Table of Contents	1
1. Description of Policy and Program Changes for the Upcoming Fiscal Year	3
2. Capital Improvement Needs	4
3. Demolition and Disposition	5
4. Homeownership: Voucher Homeownership Program	6
5. Crime and Safety: PHDEP Plan	7
6. Other Information:	8
A. Resident Advisory Board Consultation Process	
B. Statement of Consistency with Consolidated Plan	
C. Criteria for Substantial Deviations and Significant Amendments	
<b>Attachments</b>	
<input checked="" type="checkbox"/> Attachment A : Supporting Documents Available for Review	
<input checked="" type="checkbox"/> Attachment B : Capital Fund Program Annual Statement	
<input checked="" type="checkbox"/> Attachment C : Capital Fund Program 5 Year Action Plan	
<input type="checkbox"/> Attachment __: Capital Fund Program Replacement Housing Factor Annual Statement	
<input type="checkbox"/> Attachment __: Public Housing Drug Elimination Program (PHDEP) Plan	
<input checked="" type="checkbox"/> Attachment D : Resident Membership on PHA Board or Governing Body	
<input checked="" type="checkbox"/> Attachment E : Membership of Resident Advisory Board or Boards	
<input type="checkbox"/> Attachment __: Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text)	
<input checked="" type="checkbox"/> Other (List below, providing each attachment name)	
Progress Statement ( <i>TX318f03</i> )	
Community Service ( <i>TX318g03</i> )	
Pet Policy (families) ( <i>TX318h03</i> )	
Pet Policy (elderly/disabled)( <i>TX318i03</i> )	

## **ii. Executive Summary**

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

*The Housing Authority of the City of Marfa has prepared this Annual PHA Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.*

*The purpose of the Annual Plan is to provide a framework for local accountability and an easily identifiable source by which public housing residents, participants in the tenant-based assistance program and other members of the public may locate basic PHA policies, rules and requirements related to the operations, programs and services of the agency.*

*The Mission Statement and the Goals and Objectives were based on information contained in our jurisdiction's Consolidated Plan and will assure that our residents will receive the best customer service.*

*Excellent customer service and fulfillment of the Mission Statement and Goals and Objectives is ensured by implementation of a series of policies that are on display with this Plan. The Admissions and Occupancy Policy and Section 8 Administrative Plan are the two primary policies on display. These important documents cover the public housing tenant selection and assignment plan, outreach services, PHA's responsibility to Section 8 owners/landlords, grievance procedures, etc.*

*The most important challenges to be met by the Housing Authority of the City of Marfa during FY 2001 include:*

- *Preserve and improve the public housing stock through the Capital Funds activities.*
- *Involve the public housing residents and the Section 8 participants through the Annual Plan Resident Advisory Board.*
- *Train staff and commissioners to fully understand and take advantage of opportunities in the new law and regulations to better serve our residents and the community; and*
- *Identify, develop and leverage services to enable low-income families to become self-sufficient.*

*In closing, this Annual PHA Plan exemplifies the commitment of the Housing Authority of the City of Marfa to meet the housing needs of the full range of low-income residents. The Housing Authority of the City of Marfa, in partnership with agencies from all levels of government, the business community, non-profit community groups, and residents will use this plan as a road map to reach the "higher quality of life" destination for the City of Marfa.*

## **1. Summary of Policy or Program Changes for the Upcoming Year**

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

### ***5 Year Plan***

#### ***Goals:***

***PHA Goal: Provide an improved living environment***

***(Addition)***

***Chief of Police residing on PHA site.***

*Implementation of Community Service Policy*

*Implementation of Pet Policy*

## **2. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. ☒ Yes ☐ No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ **135,236.00**

C. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

### **(1) Capital Fund Program 5-Year Action Plan**

The Capital Fund Program 5-Year Action Plan is provided as Attachment ***TX318c02***

### **(2) Capital Fund Program Annual Statement**

The Capital Fund Program Annual Statement is provided as Attachment ***TX318b02***

### 3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to next component ; if “yes”, complete one activity description for each development.)

#### 2. Activity Description

<b>Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)</b>
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for      units <input type="checkbox"/> Public housing for      units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for      units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

#### **4. Voucher Homeownership Program**

[24 CFR Part 903.7 9 (k)]

- A. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

#### **B. Capacity of the PHA to Administer a Section 8 Homeownership Program**

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- ☐ Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- ☐ Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- ☐ Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):



## **5. Safety and Crime Prevention: PHDEP Plan**

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- A. ☐ Yes ☒ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- B. What is the amount of the PHA's estimated or actual (if known) PHDEP grant for the upcoming year? \$ 0.00
- C. ☐ Yes ☒ No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.
- D. ☐ Yes ☒ No: The PHDEP Plan is attached at Attachment \_\_\_\_\_

## **6. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board (RAB) Recommendations and PHA Response**

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are Attached at Attachment (File name)  
*Residents were in agreement with PHA Plan.*
3. In what manner did the PHA address those comments? (select all that apply)
  - ☐ The PHA changed portions of the PHA Plan in response to comments  
A list of these changes is included
    - ☐ Yes ☐ No: below or
    - ☐ Yes ☐ No: at the end of the RAB Comments in Attachment \_\_\_\_.
  - ☐ Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment \_\_\_\_.
  - ☒ Other: (list below) *No response needed from PHA.*

### **B. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here) *State of Texas*
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
  - ☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - ☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - ☒ Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
    - *Reduce vacancies in Public Housing.*
    - *Expand the Voucher Program.*
    - *Modernize units.*
  - ☐ Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency

☐ Yes ☒ No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

- *The preservation and rehabilitation of the City's existing housing stock primarily for extremely low, very low and low-income families (0-80 percent of median income).*
- *The expansion of economic opportunities in the community particularly for low-income residents.*
- *To continue to encourage and support non-profit organizations in seeking additional funding sources and assist them in obtaining such funding whenever possible.*

## C. Criteria for Substantial Deviation and Significant Amendments

### 1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

#### A. Substantial Deviation from the 5-year Plan:

- *Any change to the Mission Statement;*
- *50% deletion from or addition to the goals and objectives as a whole; and*
- *50% or more decrease in the quantifiable measurement of any individual goal and objective.*

#### B. Significant Amendment or Modification to the Annual Plan:

- *Any increase or decrease over 50% in the funds projected in the Financial Resource Statement and/or the Capital Fund Program Annual Statement;*
- *Any change in a policy or procedure that requires a regulatory 30-day posting;*
- *Any submission to HUD that requires a separate notification to residents, such as HOPE VI, Public Housing Conversion, Demolition/Disposition, Designated Housing or Homeownership programs; and*
- *Any change inconsistent with the local, approved Consolidated Plan, in the discretion of the Executive Director.*

## **Attachment A**

### **Supporting Documents Available for Review**

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
<b>X</b>	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
<b>X</b>	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
<b>X</b>	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
<b>X</b>	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
<b>X</b>	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
<b>X</b>	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
<b>X</b>	Any policy governing occupancy of Police Officers in Public Housing <input checked="" type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
<b>X</b>	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
<b>X</b>	Public housing rent determination policies, including the method for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
<b>X</b>	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
<b>X</b>	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
<i>X</i>	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
<i>X</i>	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
<i>N/A</i>	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
<i>X</i>	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
<i>N/A</i>	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
<i>X</i>	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
<i>X</i>	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
<i>X</i>	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
<i>N/A</i>	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
<i>N/A</i>	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
<i>N/A</i>	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
<i>N/A</i>	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
<i>N/A</i>	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
<i>N/A</i>	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
<i>N/A</i>	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
N/A	PHDEP-related documentation: <ul style="list-style-type: none"> <li>Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);</li> <li>Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>Coordination with other law enforcement efforts;</li> <li>Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.</li> </ul>	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary</b>					
<b>PHA Name:</b>  See attachment: TX318b01		<b>Grant Type and Number</b> Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>					
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary</b>					
<b>PHA Name:</b>  <b>See attachment: TX318b01</b>		<b>Grant Type and Number</b> Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>					
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
24	Amount of line 20 Related to Energy Conservation Measures				









## Capital Fund Program 5-Year Action Plan

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
See attachment TX318c01		
<b>Total estimated cost over next 5 years</b>		

## PHA Public Housing Drug Elimination Program Plan

Not Applicable

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

### **Section 1: General Information/History**

**A. Amount of PHDEP Grant \$**\_\_\_\_\_

**B. Eligibility type (Indicate with an “x”)**      **N1**\_\_\_\_\_ **N2**\_\_\_\_\_ **R**\_\_\_\_\_

**C. FFY in which funding is requested** \_\_\_\_\_

### **D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

### **E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

<b>PHDEP Target Areas (Name of development(s) or site)</b>	<b>Total # of Units within the PHDEP Target Area(s)</b>	<b>Total Population to be Served within the PHDEP Target Area(s)</b>

### **F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

**12 Months**\_\_\_\_\_ **18 Months**\_\_\_\_\_ **24 Months**\_\_\_\_\_

**G. PHDEP Program History**

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. For grant extensions received, place “GE” in column or “W” for waivers.

<b>Fiscal Year of Funding</b>	<b>PHDEP Funding Received</b>	<b>Grant #</b>	<b>Fund Balance as of Date of this Submission</b>	<b>Grant Extensions or Waivers</b>	<b>Grant Start Date</b>	<b>Grant Term End Date</b>
FY 1995						
FY 1996						
FY 1997						
FY1998						
FY 1999						

**Section 2: PHDEP Plan Goals and Budget****A. PHDEP Plan Summary**

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

**B. PHDEP Budget Summary**

Enter the total amount of PHDEP funding allocated to each line item.

<b>FFY _____ PHDEP Budget Summary</b>	
<b>Original statement</b>	
<b>Revised statement dated:</b>	
<b>Budget Line Item</b>	<b>Total Funding</b>
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
<b>TOTAL PHDEP FUNDING</b>	

**C. PHDEP Plan Goals and Activities**

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDE P Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

9115 - Special Initiative					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							



9116 - Gun Buyback TA Match					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 – Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 – Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							





**Required Attachment TX318d03: Resident Member on the PHA Governing Board**

1. ☒ Yes ☐ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: ***Emilia Panek***

B. How was the resident board member selected: (select one)?

☐ Elected

☒ Appointed

C. The term of appointment is (include the date term expires): ***12/31/01***

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not? ***n/a***

☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

☐ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

☐ Other (explain):

B. Date of next term expiration of a governing board member: ***12/31/01***

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): ***Fritz Kahl, Mayor***

**Required Attachment TX318e03: Membership of the Resident Advisory Board or Boards**

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

*Rosemary McGuire*

*Carmelina Sanchez*

*Jennifer Hibbits*

*Emilia Panek*

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

<b>PHA Name:</b> Housing Authority of the City of Marfa		<b>Grant Type and Number</b> Capital Fund Program: TX21P31850101 Capital Fund Program: Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2001	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserved for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	13,524.00			
3	1408 Management Improvements				
4	1410 Administration	500.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	14,500.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	1,500.00			
10	1460 Dwelling Structures	74,400.00			
11	1465.1 Dwelling Equipment - Nonexpendable	27,162.00			
12	1470 Nondwelling Structures	2,500.00			
13	1475 Nondwelling Equipment	400.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	750.00			
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	<b>135,236.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				



**Annual Statement/Performance and Evaluation Report****Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHA Name: Housing Authority of the City of Marfa		Grant Type and Number: Capital Fund Program #: TX21P31850101 Capital Fund Program: Replacement Housing Factor #:				Federal FY of Grant:  2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Costs		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX318	Operations	1406		13,524.00				
PHA Wide								
	Administration - Advertisement	1410		500.00				
	Fees & Costs:							
	Hire contract coordinator to perform	1430		14,000.00				
	required paperwork & documentation.							
	Rent storage building for appliances	1430		500.00				
	and material.							
	Site Improvements:							
	Install new basketball goal & court	1450		1,500.00				
	Non-Dwelling Structures:							
	Construct new maintenance storage	1470		2,500.00				
	building.							
			TOTAL	32,524.00				

**Annual Statement/Performance and Evaluation Report****Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

<b>PHA Name:</b> Housing Authority of the City of Marfa		<b>Grant Type and Number:</b> Capital Fund Program #: TX21P31850101 Capital Fund Program: Replacement Housing Factor #:				<b>Federal FY of Grant:</b> 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Costs		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX318-001	<b>Dwelling Structures:</b>							
TX318-002	Replace windows with energy efficient	1460		52,400.00				
	windows (all)							
	Replace screen doors with glass storm	1460		12,000.00				
	doors (all)							
	Replace damaged window screens (all)	1460		4,000.00				
	Replace kitchen faucets	1460		1,000.00				
	Remove old metal blinds and replace	1460		3,000.00				
	with vinyl blinds							
	Replace commodes	1460		2,000.00				
	<b>Dwelling Equipment:</b>							
	Ranges - 20" Gas	1465.1		10,000.00				
	Refrigerators - 30"	1465.1		12,162.00				
	Water Heaters - 30 gal. Gas	1465.1		5,000.00				
	<b>Non-Dwelling Equipment:</b>							
	Lawnmower	1475		400.00				
	<b>Relocation Cost:</b>	1495		750.00				
			<b>TOTAL</b>	<b>102,712.00</b>				

### Part III: Implementation Schedule

[illegible]

## Capital Fund Program 5-Year Action Plan

**Housing Authority of the City of Marfa**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal years.

Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>CFP 5-Year Action Plan</b>		
<input checked="" type="checkbox"/> Original Statement	<input type="checkbox"/> Revised Statement	
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	
<b>TX318001-002</b>	<b>PHA Wide/McFarland - Quintuna</b>	
<b>Description of Needed Physical Improvements or Management Improvements</b>	<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Operations	16,000	2002
Administrative Costs	15,236	
Fees & Costs - Planning and TA	14,000	
Dwelling Structures - Upgrade electrical wiring	90,000	
<b>Total estimated cost over next 5 years</b>	<b>135,236</b>	

## Capital Fund Program 5-Year Action Plan

**Housing Authority of the City of Marfa**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal years.

Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>CFP 5-Year Action Plan</b>		
<input checked="" type="checkbox"/> Original Statement	<input type="checkbox"/> Revised Statement	
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	
<b>TX318001-002</b>	<b>PHA Wide/McFarland - Quintuna</b>	
<b>Description of Needed Physical Improvements or Management Improvements</b>	<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Operations	17,600	2003
Administrative Costs	16,760	
Fees & Costs - Planning and TA	15,376	
Dwelling Equipment - Replace or upgrade furnce & Air Conditioners	85,500	
<b>Total estimated cost over next 5 years</b>	<b>135,236</b>	

## Capital Fund Program 5-Year Action Plan

**Housing Authority of the City of Marfa**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal years.

Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>CFP 5-Year Action Plan</b>		
<input checked="" type="checkbox"/> Original Statement	<input type="checkbox"/> Revised Statement	
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	
<b>TX318001-002</b>	<b>PHA Wide/McFarland - Quintuna</b>	
<b>Description of Needed Physical Improvements or Management Improvements</b>	<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Operations	17,600	2004
Administrative Costs	16,760	
Fees & Costs - Planning and TA	16,000	
Site Improvements - Replace sewer lines	84,876	
<b>Total estimated cost over next 5 years</b>	<b>135,236</b>	

## Capital Fund Program 5-Year Action Plan

**Housing Authority of the City of Marfa**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal years.

Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>CFP 5-Year Action Plan</b>		
<input checked="" type="checkbox"/> Original Statement	<input type="checkbox"/> Revised Statement	
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	
<b>TX318001-002</b>	<b>PHA Wide/McFarland - Quintuna</b>	
<b>Description of Needed Physical Improvements or Management Improvements</b>	<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Operations	18,000	2005
Management Improvements	35,000	
Fees & Costs - Planning and TA	15,376	
Site Improvements	20,000	
Non-Dwelling Equipment - Upgrade computer (26,860) Purchase pickup (20,000)	46,860	
<b>Total estimated cost over next 5 years</b>	135,236	

**Required Attachment \_TX318d03: Resident Member on the PHA Governing Board**

1. ☒ Yes ☐ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:  
***Emilia Panek***

B. How was the resident board member selected: (select one)?

- ☐ Elected  
☒ Appointed

C. The term of appointment is (include the date term expires): ***12/31/01***

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not? ***n/a***

- ☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis  
☐ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.  
☐ Other (explain):

B. Date of next term expiration of a governing board member: ***12/31/01***

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): ***Fritz Kahl, Mayor***



**Required Attachment \_TX318e03\_: Membership of the Resident Advisory Board or Boards**

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

*Rosemary McGuire*

*Carmelina Sanchez*

*Jennifer Hibbits*

*Emilia Panek*

Housing Authority of the City of Marfa  
PHA Plan Update for FYB 2001

Statement of Progress  
Attachment **TX318f03**

The Housing Authority has been successful in achieving its mission and goals in the year 2000. Goals are either completed or on target for completion by the end of the year.

To ensure compliance with the Public Housing Reform Act of 1998, every policy was reviewed and updated as needed. Most significant was the update to the Admissions and Occupancy Policy and the Section 8 Administrative Plan.

Concerning ensuring equal opportunity outreach efforts have been made by making renewed partnerships with community groups and medical facilities.

**COMMUNITY SERVICE POLICY  
FOR THE  
HOUSING AUTHORITY OF THE  
CITY OF MARFA, TEXAS**

## **COMMUNITY SERVICE POLICY**

Section 512 of the Quality Housing and Work Responsibility Act of 1998, which amends Section 12 of the Housing Act of 1937, establishes a new requirement for nonexempt residents of public housing to contribute eight (8) hours of community service each month or to participate in a self-sufficiency program for eight (8) hours each month. Community service is a service for which individuals are not paid. The Housing Authority of the City of Marfa (PHA) believes that the community service requirement should not be perceived by the resident to be a punitive or demeaning activity, but rather to be a rewarding activity that will benefit both the resident and the community. Community service offers public housing residents an opportunity to contribute to the communities that support them.

In order to effectively implement this new requirement, the Housing Authority of the City of Marfa establishes the following Policy, effective October 1, 1999.

### **1. Community Service**

The PHA will provide residents, identified as required to participate in community service, a variety of voluntary activities and locations where the activities can be performed. The activities may include, but are not limited to:

- improving the physical environment of the residents developments;
- selected office related services in the development or Administrative Office;
- volunteer services in local schools, day care centers, hospitals, nursing homes, youth or senior organizations, drug/alcohol treatment centers, recreation centers, etc;
- neighborhood group special projects;
- self-improvement activities such as household budget, credit counseling, English proficiency, GED classes or other educational activities;
- tutoring elementary or high school age residents; and
- serving in on-site computer training centers.

Voluntary political activities are prohibited.

### **2. Program Administration**

The PHA may administer its own community service program in conjunction with the formation of cooperative relationships with other community based entities such as TANF, Social Services Agencies or other organizations which have as their goal, the improvement and advancement of disadvantaged families. The PHA may seek to contract its community service program out to a third-party.

© 1999 The Nelrod Company, Fort Worth, Texas 76109

In conjunction with its own or partnership program, the PHA will provide reasonable

accommodations for accessibility to persons with disabilities. The PHA may directly supervise community service activities and may develop and provide a directory of opportunities from which residents may select. When services are provided through partnering agencies, the PHA will confirm the residents participation. Should contracting out the community service function be determined to be the most efficient method for the PHA to accomplish this requirement, the PHA will monitor the agency for contract compliance.

The PHA will assure that the service is not labor that would normally be performed by PHA employees responsible for the essential maintenance and property services.

### 3. Self Sufficiency

The PHA will inform residents that participation in selfsufficiency activities for eight (8) hours each month can satisfy the community service requirement and encourage nonexempt residents to select such activities to satisfy the requirement. Such activities can include, but are not limited to:

- apprenticeships and job readiness training;
- substance abuse and mental health counseling and treatment;
- English proficiency, GED, adult education, junior college or other formal education;
- household budgeting and credit counseling;
- small business training.

The PHA may sponsor its own economic selfsufficiency program or coordinate with local social services, volunteer organizations and TANF agencies.

### 4. Geographic Location

The PHA recognizes that the intent of this requirement is to have residents provide service to their own communities, either in the PHA's developments or in the broader community in which the PHA operates.

### 5. Exemptions

In accordance with provisions in the Act, the PHA will exempt from participation in community service requirements the following groups:

- adults who are 62 years of age or older;
- persons engaged in work activities as defined under Social Security (fulltime or part-time employment);
- participants in a welfare to work program;
- persons receiving assistance from and in compliance with State programs funded under part A, title IV of the Social Security Act; and

- the disabled but only to the extent that the disability makes the person “unable to comply” with the community service requirements.

The PHA will determine, at the next regularly scheduled reexamination, the status of each household member eighteen (18) years of age or older with respect to the requirement to participate in community service activities. The PHA will use the “PHA Family Community Service Monthly Time-Sheet” to document resident eligibility and the hours of community service. A record for each adult will be established and community service placement selections made. Each non-exempt household member will be provided with forms to be completed by a representative of the service or economic self-sufficiency activity verifying the hours of volunteer service conducted each month.

The PHA will also assure that procedures are in place which provide residents the opportunity to change status with respect to the community service requirement. Such changes include, but are not limited to:

- going from unemployment to employment;
- entering a job training program;
- entering an educational program which exceeds eight (8) hours monthly.

All exemptions to the community service requirement will be verified and documented in the resident file. Required verifications may include, but not be limited to:

- third-party verification of employment, enrollment in a training or education program, welfare to work program or other economic self sufficiency activities;
- birth certificates to verify age 62 or older; or
- if appropriate, verification of disability limitations.

Families who pay flat rents, live in public housing units within market rate developments or families who are over income when they initially occupy a public housing unit will not receive an automatic exception.

#### 6. Cooperative Relationships with Welfare Agencies

The PHA may initiate cooperative relationships with local service agencies that provide assistance to its families to facilitate information exchange, expansion of community service/self-sufficiency program options and aid in the coordination of those activities.

#### 7. Lease Requirements and Documentation

The PHA's lease has a twelve (12)-month term and is automatically renewable except for

non-compliance with the community service requirement. The lease also provides for termination and eviction of the entire household for such non-compliance. The lease provisions will be implemented for current residents at the next regularly scheduled reexamination on or after October 1, 1999, and for all new residents effective October 1, 1999. The PHA will not renew or extend the lease if the household contains a nonexempt member who has failed to comply with the community service requirement.

Documentation of compliance or non-compliance will be placed in each resident file.

8. Noncompliance

If the PHA determines that a resident who is not an "exempt individual" has not complied with the community service requirement, the PHA must notify the resident:

1. of the non-compliance;
2. that the determination is subject to the PHA's administrative grievance procedure;
3. that unless the resident enters into an agreement under paragraph 4. of this section, the lease of the family of which the non-compliant adult is a member may not be renewed. However, if the non-compliant adult moves from the unit, the lease may be renewed;
4. that before the expiration of the lease term, the PHA must offer the resident an opportunity to cure the non-compliance during the next twelve (12)-month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12)-month term of the lease.

## NOTICE

*Although we have made our best effort to comply with regulations, laws, and Federal/local policies the Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general council and/or attorney prior to approval by the Board of Commissioners.*

*The Nelrod Company is not responsible for any changes made to these policies by any party other than the Nelrod Company.*



**PET OWNERSHIP  
(FAMILY)  
FOR  
THE HOUSING AUTHORITY OF THE  
CITY OF MARFA, TEXAS**

## **PET OWNERSHIP**

### **OVERVIEW**

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 ("Pet Ownership in Public Housing") to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than Federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own one (1) or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the PHA. A proposed rule to implement Section 31 was published in the June 23, 1999, Federal Register. On July 10, 2000, a final rule incorporating comments received, was published in the Federal Register. This policy reflects the final rule requirements.

The Housing Authority of the City of Marfa (herein referred to as PHA) will notify eligible new and current residents of their right to own pets subject to the PHA's rules and will provide them copies of the PHA's Pet Ownership Rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the PHA's developments, the PHA will develop appropriate pet ownership rules, include those rules in their Agency Plan and notify all such residents that:

- A. all residents are permitted to own and keep common domesticated household pets, such as a cat, dog, bird, and fish, in their dwelling units, in accordance with PHA pet ownership rules;
2. A non-refundable nominal pet fee of \$        will be charged and is intended to cover the reasonable operating costs to the development directly attributable to a pet or pets in the unit (i.e., fumigation of a unit). A refundable pet deposit of \$        will be assessed and is intended to cover additional costs not otherwise covered which are directly attributable to the pet's presence (i.e., damages to the unit, yard, fumigation of a unit, etc.);
- C. animals that are used to assist the disabled are excluded from the size, weight, type and non-refundable fee requirements pertaining to ownership of service animals; however, they will be required to assure that proper licensing, inoculations, leash restraints, etc. in accordance with State or local law are observed;

Pet Ownership-Family

- D. residents may request a copy of the PHA's pet ownership rules or proposed amendments to the rules at any time; and,
- E. if the dwelling lease of a resident prohibits pet ownership, the resident may request that the lease be amended to permit pet ownership, in accordance with the PHA's pet ownership rules shown below;
- F. Section 31 does not alter, in any way, the regulations applicable to Federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C;
- G. **New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit PHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes PHAs to limit or impair the rights of persons with disabilities, or affects any authority PHAs may have to regulate service animals that assist persons with disabilities.**

## HOUSING AUTHORITY OF THE CITY OF MARFA

### Pet Ownership Rules for Families

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. Reptiles of any kind, with the exception of small turtles or lizards in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird of prey, dangerous fish, snakes, spiders or other insects, or any farm animals.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2).
3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed *twenty (20) pounds*. The animal's height shall not exceed *fifteen (15) inches*. Such limitations do not apply to a *service animal* used to assist a disabled resident.
4. Pet owners shall license their pets (if required by state or local law) yearly with the City of Marfa, Texas or as required. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually. The pet owner must also carry renter's liability or other form of liability insurance which covers household pets. Such insurance shall be in force at all times, with proof of same provided at each recertification or at such other times as the PHA may request.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.
7. All cats shall be declawed. Proof of compliance shall be furnished to management.
8. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
9. No pet shall be permitted in any common area except as necessary to directly enter

Pet Ownership-Family

and exit the building. This restriction is not applicable to service animals.

10. No pet (other than birds or fish) shall be permitted to remain in an apartment overnight while the resident is away.
11. Management shall furnish to the household a pet sticker if the pet is a dog or cat which must be displayed on the front entrance door of the unit.
12. Resident shall provide the PHA a color photograph of the pet(s).
13. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.
14. Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.
15. Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.
16. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
17. No pet owner shall keep a vicious or intimidating pet on the premises (i.e. pit bulls or any other vicious or intimidating breeds). Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited. If the pet owner declines, delays or refuses to remove such a pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents.
18. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so.
19. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash

container outside the building where the pet owner lives.

20. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animal's droppings at least twice per day; and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.
21. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the PHA.
22. The pet owner shall keep the pet, dwelling unit, and surrounding areas free of fleas, ticks and/or other vermin.
23. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
24. Resident agrees that the PHA shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in a facility that will provide the pet with care and shelter at the expense of the pet owner for a period not to exceed thirty (30) days. PHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.
25. Each pet owner shall pay a non-refundable pet fee of \$\_\_\_\_\_ and a refundable pet deposit of \$\_\_\_\_\_. A refundable deposit of \$\_\_\_\_\_ will be charged for aquariums. There is no pet deposit for birds, gerbils, hamsters, guinea pigs or turtles. The pet fee/deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The PHA shall use the non-refundable pet fee only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit. The refundable deposit will be used, if appropriate, to correct damages directly attributable to the presence of the

pet.

26. The refundable pet deposit will be placed in an escrow account and the PHA will refund the unused portion to the resident within thirty (30) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.
27. Should State or local law require that the pet deposit be placed in an interest bearing account, the PHA will provide for such deposit and will account for all interest individually by pet owner family. Should the State or local law not specifically address the issue of pet deposit interest, the PHA shall determine payment or non payment of interest based on State or local law with respect to rental security deposit requirements.
28. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the PHA.
29. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.
30. Should any pet housed in the PHA's facilities give birth to a litter, the residents shall remove from the premises all of said pets except one as soon as the baby's are able to survive on their own (a maximum of 6 weeks).
31. Pet Violation Procedures: Resident agrees to comply with the following:
  - a. Notice of Pet Rule Violation: If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the PHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:
    - (1) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
    - (2) State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.
    - (3) State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.

- (4) State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed and/or terminate the pet owner's lease or both.
  - b. Pet Rule Violation Meeting: If the pet owner makes a request, within five (5) days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the pet owner additional time to correct the violation.
  - c. Notice for Pet Removal: If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted by Paragraph b. of this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:
    - (1) Contain a brief statement of the factual basis for the determination and the pet rule or rules that has been violated.
    - (2) State that the pet owner must remove the pet within ten (10) days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting).
    - (3) State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's lease or both.
  - d. The procedure does not apply in cases where the pet in question presents an immediate threat to the health, safe, of others or if the pet is being treated in an inhumane manner. In such cases paragraph 24 shall apply.
- 32. The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.



Pet Ownership-Family

33. If a resident, including a pet owner, breaches any of the rules set forth above, the PHA may revoke the pet permit and evict the resident or pet owner.

## AGREEMENT FOR CARE OF PET

In accordance with the Pet Policy of the Housing Authority of the City of Marfa and the Addendum to the Residential Dwelling Lease Agreement dated between:

THE HOUSING AUTHORITY OF THE CITY OF MARFA  
P.O. Box 1138  
Marfa, TX 79843

AND,

\_\_\_\_\_ (Resident's Name)

\_\_\_\_\_ (Resident's Address)

I hereby agree that should \_\_\_\_\_ become  
incapable of caring for \_\_\_\_\_ a

(Name of Pet)

(Type of Pet)

for any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Housing Authority of the City of Marfa.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

Signature

Sworn and subscribed before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Notary of Public

My Commission Expires:

## PET POLICY ADDENDUM

I have read and understand the above pet ownership rules and agree to abide by them.

Resident's Signature

PHA Staff member's Signature

Date

Date

Type of Animal and Breed

Name of Pet

Description of Pet (color, size, weight, sex, etc.)

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box; street address; zip code; area telephone code and telephone number:

Resident's Signature

Date

## Refundable Damage Deposit

Amount Paid

Date

### Non-refundable Damage Deposit

Amount Paid

Date \_\_\_\_\_

## NOTICE

*Although we have made our best effort to comply with regulations, laws, and Federal/local policies the Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general council and/or attorney prior to approval by the Board of Commissioners.*

*The Nelrod Company is not responsible for any changes made to these policies by any party other than the Nelrod Company.*

**PET OWNERSHIP**  
**(ELDERLY/DISABLED RESIDENTS)**  
**FOR**  
**THE HOUSING AUTHORITY OF THE**  
**CITY OF MARFA, TEXAS**

## **PET OWNERSHIP**

Housing Authority residents who reside in developments specifically designated for are elderly and/or disabled are permitted to own and keep pets in their dwelling units. The Housing Authority of the City of Marfa (herein referred to as PHA) will notifies eligible new and current residents of that right and provides them copies of the PHA's Pet Ownership Rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the PHA's developments for the elderly or disabled, the PHA will notify all such residents that:

- A. elderly or disabled residents are permitted to own and keep common domesticated household pets, such as a cat, dog, bird, and fish, in their dwelling units, in accordance with PHA pet ownership rules;
- B. animals that are used to assist the disabled are excluded from the size, weight, and type requirements pertaining to ownership of service animals; however, hey will be required to assure that proper licensing, inoculations, leash restraints, etc. in accordance with State or local law are observed;
- C. residents may request a copy of the PHA's pet ownership rules or proposed amendments to the rules at any time; and,
- D. if the dwelling lease of an elderly or disabled resident prohibits pet ownership, the resident may request that the lease be amended to permit pet ownership, in accordance with the PHA's pet ownership rules shown below.

## **HOUSING AUTHORITY OF THE CITY OF MARFA**

### Pet Ownership Rules for Elderly/Disabled Residents

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. Reptiles of any kind, with the exception of small turtles or lizards in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird of prey, dangerous fish, snakes, spiders or other insects, or any farm animals.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2).
3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed *twenty (20) pounds*. The animal's height shall not exceed *fifteen (15) inches*. Such limitations do not apply to a *service animal* used to assist a disabled resident.
4. Pet owners shall license their pets (if required by state or local law) yearly with the City of Marfa, Texas. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually. The pet owner must also carry renter's liability or other form of liability insurance which covers household pets. Such insurance shall be in force at all times, with proof of same provided at each recertification or at such other times as the PHA may request.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished. If the animal is less than six (6) months old, resident must agree to have the appropriate procedures performed when the animal reaches the age of six (6) months. Exceptions to this requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or illness.
7. All cats shall be declawed. Proof of compliance shall be furnished to management.
8. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine

them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.

9. No pet shall be permitted in any common area except as necessary to directly enter and exit the building. This restriction is not applicable to service animals.
10. No pet (other than birds or fish) shall be permitted to remain in an apartment overnight while the resident is away.
11. Management shall furnish to the household a pet sticker if the pet is a dog or cat which must be displayed on the front entrance door of the unit.
12. Resident shall provide the PHA a color photograph of the pet(s).
13. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.
14. Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.
15. Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.
16. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
17. No pet owner shall keep a vicious or intimidating pet on the premises (i.e. pit bulls or any other vicious or intimidating breeds). Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents.
18. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so.
19. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall



dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.

20. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animals droppings at least twice per day; and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.
21. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the PHA.
22. The pet owner shall keep the pet, dwelling unit, and surrounding areas free of fleas, ticks and/or other vermin.
23. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
24. Resident agrees that the PHA shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in a facility that will provide the pet with care and shelter at the expense of the pet owner for a period not to exceed thirty (30) days. PHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.
25. Each pet owner shall pay a non-refundable pet fee of \$\_\_\_\_\_ and a refundable pet deposit of \$\_\_\_\_\_. The PHA may wave the requirement for a security deposit for a service animal as a reasonable accommodation. A refundable deposit of \$\_\_\_\_\_ will be charged for aquariums. There is no pet deposit for fish, birds, gerbils, hamsters, guinea pigs or turtles. The pet deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The PHA shall use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit.
26. The refundable pet deposit will be placed in an escrow account and the PHA will

refund the unused portion the pet owner within thirty (30) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.

27. Should State or local law require that the pet deposit be placed in an interest bearing account, the PHA will provide for such deposit and will account for all interest individually by pet owner family. Should the State or local law not specifically address the issue of pet deposit interest, the PHA shall determine payment or non payment of interest based on State or local law with respect to rental security deposit requirements.
28. All residents, including the elderly and disabled, are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the PHA.
29. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.
- 30.. Should any pet housed in the PHA's facilities give birth to a litter, the residents shall remove from the premises all of said pets except one as soon as the baby's are able to survive on their own (a maximum of six (6) weeks).
31. The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.
32. If a resident, including a pet owner, breaches any of the rules set forth above, the PHA may revoke the pet permit and evict the resident or pet owner.
33. If the pet's health is threatened because of resident's inability to care for the pet due to illness, absence from the unit, or because of mistreatment of the pet, the PHA will notify the responsible person listed in the Pet Policy Addendum. If the individual is either unwilling or unable to care for the pet, or if the PHA is unable to contact the responsible part, the PHA will place the pet in a shelter for a maximum of thirty (30) days. If no responsible part is found, state or local authorities will be contacted.
34. The resident shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of the death of the pet.
35. The resident agrees to assume all personal financial responsibility for damages to any personal or PHA property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

36. Pet Violation Procedures: Resident agrees to comply with the following:

- a. Notice of Pet Rule Violation: If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the PHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:
  1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
  2. State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.
  3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
  4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed and/or terminate the pet owner's lease or both.
- b. Pet Rule Violation Meeting: If the pet owner makes a request, within five (5) days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the pet owner additional time to correct the violation.
- c. Notice for Pet Removal: If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted by Paragraph b. of this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:
  1. Contain a brief statement of the factual basis for the determination and the pet rule or rules that has been violated.

Pet Ownership-Elderly/Persons with Disabilities

2. State that the pet owner must remove the pet within ten (10) days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting).
  3. State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's lease or both.
- d. The procedure does not apply in cases where the pet in question presents an immediate threat to the health, safe, of others or if the pet is being treated in an inhumane manner. In such cases paragraph 24 shall apply.

**AGREEMENT FOR CARE OF PET**

In accordance with the Pet Policy of the Housing Authority of the City of Marfa and the Addendum to the Residential Dwelling Lease Agreement dated between:

THE HOUSING AUTHORITY OF THE CITY OF MARFA  
P.O. Box 1138  
Marfa, TX 79843

AND,

\_\_\_\_\_ (Resident's Name)

\_\_\_\_\_ (Resident's Address)

I hereby agree that should \_\_\_\_\_ become  
incapable of caring for \_\_\_\_\_ a

(Name of Pet)

(Type of Pet)

for any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Housing Authority of the City of Marfa.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

Signature

Sworn and subscribed before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Notary of Public

My Commission Expires:

**PET POLICY ADDENDUM**

Pet Ownership-Elderly/Persons with Disabilities

I have read and understand the above pet ownership rules and agree to abide by them.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
PHA Staff member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Type of Animal and Breed

Name of Pet

Description of Pet (color, size, weight, sex, etc.)

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box; street address; zip code; area telephone code and telephone number:

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Refundable

Damage Deposit

\_\_\_\_\_  
Amount Paid

\_\_\_\_\_  
Date

Non-refundable Damage Deposit

\_\_\_\_\_  
Amount Paid

\_\_\_\_\_  
Date

## NOTICE

*Although we have made our best effort to comply with regulations, laws, and Federal/local policies the Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general council and/or attorney prior to approval by the Board of Commissioners.*

*The Nelrod Company is not responsible for any changes made to these policies by any party other than the Nelrod Company.*

Pet Ownership-Elderly/Persons with Disabilities